

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MASSACHUSETTS

HIGHSTEPPIN' PRODUCTIONS, LLC.,
Plaintiff,
versus

**GEORGE PORTER, JR., d/b/a
ORA'S PUBLISHING, INC.;
DAVID RUSSELL BATISTE, JR., d/b/a
NOT SO SERIOUS MUSIC;
BRIAN STOLTZ, d/b/a
LONG OVERDUE MUSIC;
PORTER, BATISTE, STOLTZ, LLC.,
a Louisiana Limited Liability Company;
LIVE NATION, INC. d/b/a
HOUSE OF BLUES,
a California Corporation;
FUNKY METERS, INC.,
a Louisiana Corporation;
ELEVATION GROUP, INC.;
BUGALOO MUSIC,
a California Corporation;
SCREEN GEMS-EMI MUSIC, INC.,
a New York Corporation;
BUG MUSIC, INC.,
a California Corporation; and
CABBAGE ALLEY MUSIC,
a California Corporation**

Defendants

Docket Number
1:09-cv-12208

ANSWER ON BEHALF OF DEFENDANTS PORTER, STOLTZ, and PBS, LLC

NOW INTO COURT, through undersigned counsel, come Defendants, George Porter, Jr. (“Porter”), Brian Stoltz (“Stoltz”), and PBS, LLC (“LLC”) (collectively and/or individually “Defendants”)¹, who hereby answer or otherwise respond to the COMPLAINT and FIRST

¹ Defendant Batiste does not join the filing of this pleading.

AMENDED COMPLAINT of plaintiff, Highsteppin' Productions, LLC ("plaintiff"), as follows:

I.

The allegations contained in paragraph 1 of the COMPLAINT are denied for lack of sufficient information.

II.

The allegations contained in paragraph 2 of the COMPLAINT are admitted to the extent that it is admitted that George Porter, Jr. is a natural person. All other allegations are denied as written, although it is admitted that this Honorable Court has ruled that personal jurisdiction exists over Defendants.

III.

The allegations contained in paragraph 3 of the COMPLAINT are admitted to the extent that it is admitted that David Russell Batiste is a natural person. All other allegations are denied as written, although it is admitted that this Honorable Court has ruled that personal jurisdiction exists over Defendants.

IV.

The allegations contained in paragraph 4 of the COMPLAINT are admitted to the extent that it is admitted that Brian Stoltz is a natural person. All other allegations are denied as written, although it is admitted that this Honorable Court has ruled that personal jurisdiction exists over Defendants.

V.

The allegations contained in paragraph 5 of the COMPLAINT are admitted to the extent that it is admitted that PBS, LLC is a Louisiana limited liability company. All other allegations

are denied as written, although it is admitted that this Honorable Court has ruled that personal jurisdiction exists over Defendants.

VI.

The allegations contained in paragraph 6 of the COMPLAINT are denied for lack of sufficient information.

VII.

The allegations contained in paragraph 7 of the COMPLAINT are denied for lack of sufficient information.

VIII.

The allegations contained in paragraph 8 of the COMPLAINT are denied for lack of sufficient information.

IX.

The allegations contained in paragraph 9 of the COMPLAINT are denied for lack of sufficient information.

X.

The allegations contained in paragraph 10 of the COMPLAINT are admitted.

XI.

The allegations contained in paragraph 11 of the COMPLAINT are denied, although it is admitted that this Honorable Court has ruled that venue is proper in this judicial district.

XII.

The allegations contained in paragraph 12 of the COMPLAINT are denied as written.

XIII.

The allegations contained in paragraph 12 of the COMPLAINT are denied as written.

XIV.

The allegations contained in paragraph 13 of the COMPLAINT are denied as written.

XV.

The allegations contained in paragraph 14 of the COMPLAINT are denied as written and due to a lack of sufficient information.

XVI.

The allegations contained in paragraph 15 of the COMPLAINT are denied as written and due to a lack of sufficient information.

XVII.

The allegations contained in paragraph 16 of the COMPLAINT are admitted.

XVIII.

The allegations contained in paragraph 17 of the COMPLAINT are denied as written.

XIX.

The allegations contained in paragraph 18 of the COMPLAINT are admitted.

XX.

The allegations contained in paragraph 19 of the COMPLAINT are denied.

XXI.

The allegations contained in paragraph 20 of the COMPLAINT are legal and do not require an answer. To the extent an answer is required, it is noted that the referenced document (“Agreement”) speaks for itself, and the allegations are denied as written.

XXII.

The allegations contained in paragraph 21 of the COMPLAINT are denied.

XXIII.

The allegations contained in paragraph 22 of the COMPLAINT are denied.

XXIV.

The allegations contained in paragraph 23 of the COMPLAINT are legal and do not require an answer. To the extent an answer is required, it is noted that the Agreement speaks for itself, and the allegations are denied as written.

XXV.

The allegations contained in paragraph 24 of the COMPLAINT are legal and denied.

XXVI.

The allegations contained in paragraph 25 of the COMPLAINT are legal and denied. It is further asserted that the Agreement speaks for itself.

XXVII.

The allegations contained in paragraph 26 of the COMPLAINT are legal and denied. It is further asserted that the Agreement speaks for itself.

XXVIII.

The allegations contained in paragraph 27 of the COMPLAINT are legal and denied. It is further asserted that the Agreement speaks for itself.

XXIX.

The allegations contained in paragraph 28 of the COMPLAINT are legal and denied.

XXX.

The allegations contained in paragraph 29 of the COMPLAINT are legal and denied.

XXXI.

The allegations contained in paragraph 30 of the COMPLAINT are denied as written, and it is further denied that any “loans” were made to Artists by plaintiff.

XXXII.

The allegations contained in paragraph 31 of the COMPLAINT are denied as written, denied for lack of sufficient information, and it is further denied that any “loans” were made to Artists by plaintiff.

XXXIII.

The allegations contained in paragraph 32 of the COMPLAINT are legal, denied as written, and denied for lack of sufficient information.

XXXIV.

The allegations contained in paragraph 33 of the COMPLAINT are denied.

XXXV.

The allegations contained in paragraph 34 of the COMPLAINT are denied as written, although it is admitted that Defendant Porter timely provided adequate written notice of non-renewal of the Agreement.

XXXVI.

The allegations contained in paragraph 35 of the COMPLAINT are legal and denied.

XXXVII.

The allegations contained in paragraph 36 of the COMPLAINT are legal and denied.

XXXVIII.

The allegations contained in paragraph 37 of the COMPLAINT are legal and denied.

XXXIX.

The allegations contained in paragraph 38 of the COMPLAINT are legal and denied.

XXXX

The allegations contained in paragraph 39 of the COMPLAINT are legal and denied.

XXXXI

The allegations contained in paragraph 40 of the COMPLAINT are legal and denied.

XXXXII

The allegations contained in paragraph 41 of the COMPLAINT are legal and denied.

XXXXIII

The allegations contained in paragraph 42 of the COMPLAINT are legal and denied.

XXXXIV

The allegations contained in paragraph 43 of the COMPLAINT are legal and denied.

XXXXV

The allegations contained in paragraph 44 of the COMPLAINT are legal and denied.

XXXXVI

The allegations contained in paragraph 45 of the COMPLAINT are legal and denied.

XXXXVII

The allegations contained in paragraph 46 of the COMPLAINT are legal and denied.

XXXXVIII

The allegations contained in paragraph 47 of the COMPLAINT are denied, other than to admit the Defendants have “scheduled engagements in the coming months”.

XXXXIX

The allegations contained in paragraph 48 of the COMPLAINT are legal and denied.

L

The allegations contained in paragraph 49 of the COMPLAINT are legal and denied.

LI

The allegations contained in paragraph 50 of the COMPLAINT are legal and denied.

LII

The allegations contained in paragraph 51 of the COMPLAINT are legal and denied.

LIII

The allegations contained in paragraph 52 of the COMPLAINT are legal and denied.

LIV

The allegations contained in paragraph 53 of the COMPLAINT are legal and denied.

LV

The allegations contained in paragraph 54 of the COMPLAINT are denied as written.

LVI

The allegations contained in paragraph 55 of the COMPLAINT are legal and denied as written, and it is further averred that Defendant Porter timely and adequately provided written notice of non-renewal of the Agreement.

LVII

The allegations contained in paragraph 65 of the COMPLAINT are legal and denied.

LVIII

The allegations contained in paragraph 57 of the COMPLAINT are legal and denied.

LIX

The allegations contained in paragraph 58 of the COMPLAINT are legal and denied.

LX

The allegations contained in paragraph 59 of the COMPLAINT are legal and denied.

LXI

The allegations contained in paragraph 60 of the COMPLAINT are legal and denied.

LXII

The allegations contained in paragraph 61 of the COMPLAINT are legal and denied.

LXIII

The allegations contained in paragraph 62 of the COMPLAINT are legal and denied.

LXIV

The allegations contained in paragraph 63 of the COMPLAINT are legal and denied.

LXV

The allegations contained in paragraph 64 of the COMPLAINT are legal and denied.

LXVI

The allegations contained in paragraph 65 of the COMPLAINT are legal and denied.

LXVII

The allegations contained in paragraph 66 of the COMPLAINT are legal and denied.

LXVIII

The allegations contained in paragraph 67 of the COMPLAINT are legal and denied.

LXIX

The allegations contained in paragraph 68 of the COMPLAINT are legal and denied.

LXX

The allegations contained in paragraph 69 of the COMPLAINT are legal and denied.

LXXI

The allegations contained in paragraph 70 of the COMPLAINT are legal and denied.

LXXII

The allegations contained in paragraph 71 of the COMPLAINT are legal and denied.

LXXIII

The allegations contained in paragraph 72 of the COMPLAINT are legal and denied.

LXXIV

The allegations contained in paragraph 73 of the COMPLAINT are legal and denied.

LXXV

The allegations contained in paragraph 74 of the COMPLAINT are legal and denied, although it is admitted that Defendants acted, at all times relevant hereto, in good faith.

LXXVI

The allegations contained in paragraph 75 of the COMPLAINT are legal and denied.

LXXVII

The allegations contained in paragraph 76 of the COMPLAINT are legal and denied.

LXXVIII

The allegations contained in paragraph 77 of the COMPLAINT are legal and denied.

LXXIX

The allegations contained in paragraph 78 of the COMPLAINT are legal and denied.

LXXX

The allegations contained in paragraph 79 of the COMPLAINT are legal and denied.

LXXXI

The allegations contained in paragraph 80 of the COMPLAINT are legal and denied.

LXXXII

The allegations contained in paragraph 81 of the COMPLAINT are denied.

LXXXIII

The allegations contained in paragraph 82 of the COMPLAINT are legal and denied.

LXXXIV

The allegations contained in paragraph 83 of the COMPLAINT are legal and denied.

LXXXV

The allegations contained in paragraph 84 of the COMPLAINT are legal and denied.

LXXXVI

The allegations contained in paragraph 85 of the COMPLAINT are denied for lack of sufficient information.

LXXXVII

The allegations contained in paragraph 86 of the COMPLAINT are denied.

LXXXVIII

The allegations contained in paragraph 87 of the COMPLAINT are legal and denied.

LXXXIX

The allegations contained in paragraph 88 of the COMPLAINT are legal and denied.

LXXXX

The allegations contained in paragraph 89 of the COMPLAINT are legal and denied.

LXXXXI

The allegations contained in paragraph 90 of the COMPLAINT are legal and denied.

LXXXXII

The allegations contained in paragraph 91 of the COMPLAINT are legal and denied.

LXXXXIII

The allegations contained in paragraph 92 of the COMPLAINT are legal and denied.

LXXXXIV

The allegations contained in paragraph 93 of the COMPLAINT are legal and denied.

LXXXXV

The allegations contained in paragraph 94 of the COMPLAINT are legal and denied.

LXXXXVI

The allegations contained in paragraph 95 of the COMPLAINT are legal and denied.

LXXXXVII

The allegations contained in paragraph 96 of the COMPLAINT are legal and denied.

LXXXXVIII

The allegations contained in paragraph 97 of the COMPLAINT are legal and denied.

LXXXXIX

The allegations contained in paragraph 98 of the COMPLAINT are legal and denied.

C

The allegations contained in paragraph 99 of the COMPLAINT are legal and denied.

CI

The allegations contained in paragraph 100 of the COMPLAINT are legal and denied.

CII

The allegations contained in paragraph 101 of the COMPLAINT are legal and denied.

CIII

The allegations contained in paragraph 102 of the COMPLAINT are legal and denied.

CIV

The allegations contained in paragraph 103 of the COMPLAINT are legal and denied.

CV

The allegations contained in paragraph 104 of the COMPLAINT are legal and denied.

CVI

The allegations contained in paragraph 105 of the COMPLAINT are legal and denied.

CVII

The allegations contained in paragraph 106 of the COMPLAINT are legal and denied.

CVIII

The allegations contained in paragraph 107 of the COMPLAINT are legal and denied.

CIX

The allegations contained in paragraph 108 of the COMPLAINT are legal and denied.

CX

The allegations contained in paragraph 109 of the COMPLAINT are legal and denied.

CXI

The allegations contained in paragraph 110 of the COMPLAINT are legal and denied.

CXII

The allegations contained in paragraph 111 of the COMPLAINT are legal and denied.

CXIII

The allegations contained in paragraph 112 of the COMPLAINT are legal and denied.

CXIV

The allegations contained in paragraph 113 of the COMPLAINT are legal and denied.

CXV

The allegations contained in paragraph 114 of the COMPLAINT are legal and denied.

CXVI

The allegations contained in paragraph 115 of the COMPLAINT are legal and denied.

CXVII

The allegations contained in paragraph 116 of the COMPLAINT are legal and denied.

CXVIII

The allegations contained in paragraph 117 of the COMPLAINT are legal and denied.

CXIX

The allegations contained in paragraph 118 of the COMPLAINT are legal and denied.

CXX

The allegations contained in paragraph 119 of the COMPLAINT are legal and denied.

CXXI

The allegations contained in paragraph 120 of the COMPLAINT are legal and denied.

CXXII

The allegations contained in paragraph 121 of the COMPLAINT are legal and denied.

CXXIII

The allegations contained in paragraph 122 of the COMPLAINT are legal and denied.

CXXIV

The allegations contained in paragraph 123 of the COMPLAINT are legal and denied.

CXXV

The allegations contained in paragraph 124 of the COMPLAINT are legal and denied.

CXXVI

The allegations contained in paragraph 125 of the COMPLAINT are legal and denied.

CXXVII

The allegations contained in paragraph 126 of the COMPLAINT are legal and denied.

CXXVIII

The allegations contained in paragraph 127 of the COMPLAINT are legal and denied.

CXXIX

The allegations contained in paragraph 128 of the COMPLAINT are legal and denied.

CXXX

The allegations contained in paragraph 129 of the COMPLAINT are legal and denied.

CXXXI

All allegations contained in plaintiff's FIRST AMENDED COMPLAINT, which are additional, supplemental or otherwise different from the allegations contained in plaintiff's COMPLAINT, are legal, do not require an answer of these Defendants, are denied, and/or denied for lack of sufficient information.

CXXXII

Any and all allegations contained in plaintiff's COMPLAINT and/or FIRST AMENDED COMPLAINT, which are not specifically admitted, are hereby specifically denied.

CXXXIII

The allegations, averments and other representations contained in the Prayers For Relief and Jury Demand contained in plaintiff's COMPLAINT and/or FIRST AMENDED COMPLAINT are legal and denied.

AFFIRMATIVE DEFENSES

AND NOW, in further response to the COMPLAINT and FIRST AMENDED COMPLAINT, Defendants aver:

1.

The COMPLAINT and FIRST AMENDED COMPLAINT fail to state a cause of action against Defendants.

2.

The COMPLAINT and FIRST AMENDED COMPLAINT fail to state a right of action against Defendants.

3.

The claims contained in the COMPLAINT and FIRST AMENDED COMPLAINT have prescribed.

4.

Defendants further assert the affirmative defenses of accord and satisfaction, assumption of the risk, contributory negligence, failure of consideration, estoppel, fraud, transaction or compromise, unjust enrichment, conversion, laches, payment, waiver and breach of contract.

5.

Defendants reserve the right to amend, supplement, or modify their averments, representations, affirmative defenses and answers, as well as assert any and all claims, causes of action or other averments by way of counter-claim, cross-claim or third-party claim.

WHEREFORE, after due proceedings are had, Defendants, George Porter, Jr., Brian Stoltz, and PBS, LLC pray that their Answer and Affirmatives Defenses be deemed good and sufficient and that the be judgment in Defendants' favor, and against plaintiff, Highsteppin'

Productions, LLC, dismissing this lawsuit, in its entirety, and at plaintiff's sole cost and expense, and for all other general and equitable relief to which they may be entitled.

Respectfully submitted:

/s/ John O. Pieksen, Jr.
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CERTIFICATE OF SERVICE

I hereby certify that the above and foregoing pleading has been served upon all counsel of record by ECF filing, facsimile, electronic transmission, and/or by depositing same in the United States mail, properly addressed and postage prepaid, this 31st day of May, 2010.

/s/ John O. Pieksen, Jr.